

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement

Wheeling Skate Club

In consideration of participating in **Wheeling Skate Club** activities, I represent that I understand the nature of figure skating activities (activity) and that I am qualified, in good health and in proper physical condition to participate in such "activity". I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the "activity".

I fully understand that this "activity" involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the "activity", the conditions in which the "activity" takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the "activity".

I hereby release, discharge, and covenant not to sue the **Wheeling Skate Club**, United States Figure Skating, its directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants and if applicable, owner and lessors of premises on which the "activity" takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

The **Wheeling Skate Club** has the right, but not the obligation, to provide rules, regulations and/or ice monitors for Club Ice. We hereby acknowledge that the **Wheeling Skate Club** shall not be responsible for the supervision of the members at Club Ice.

I, the minor's parent and or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost and Releasees may incur as the result of any such claim.

I have read the WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Name of participant/skater

Date

Signature of Participant/Parent/Guardian

Revised 8/24/17